

New Jersey Public Employment Relations Commission
POLICE AND FIRE
COLLECTIVE NEGOTIATIONS AGREEMENT SUMMARY FORM

Line #

SECTION I: Parties and Term of Contracts

1	Public Employer:	<u>Borough of Franklin</u>	County:	<u>Sussex</u>
2	Employee Organization:	<u>FOP Lodge#57</u>	Number of Employees in Unit:	<u>15</u>
3	Base Year Contract Term:	<u>1/1/2015 - 12/31/2017</u>		
4	New Contract Term:	<u>1/1/2018 - 12/31/2020</u>		

SECTION II: Type of Contract Settlement (please check only one)

5	<input checked="checked" type="checkbox"/>	Contract settled without neutral assistance
6	<input type="checkbox"/>	Contract settled with assistance of mediator
7	<input type="checkbox"/>	Contract settled with assistance of fact-finder
8	<input type="checkbox"/>	Contract settled in Interest Arbitration
9	If contract was settled in Interest Arbitration, did the Arbitrator issue an Award?	
	Yes	<input type="checkbox"/> No <input type="checkbox"/>

SECTION III: Base Salary Calculation

The "base year" refers to the final year of the expiring or expired agreement.

N.J.S.A. 34:13A-16.7(a) defines base salary as follows: "'Base salary' means the salary provided pursuant to a salary guide or table and any amount provided pursuant to a salary increment, including any amount for longevity or length of service. It shall also include any other item agreed to by the parties, or any other item that was included in the base salary as understood by the parties in the prior contract. Base salary shall not include non-salary economic issues, pension and health and medical insurance costs."

10	Salary Costs in base year	\$ <u>1,197,372</u>
11	Longevity Costs in base year	\$ <u>0</u>
12	Other base year salary costs	
	<u>Clothing Allowance</u>	\$ <u>20,250</u>
	<u>Sick/Personal Days</u>	\$ <u>83,600</u>
	<u>Holidays</u>	\$ <u>67,000</u>
	<u>Overtime</u>	\$ <u>75,000</u>
	Sum of "Other" Costs Listed in Line 12.	\$ <u>245,850</u>
13	Total Base Salary Cost: (sum of lines 10, 11, 12):	\$ <u>1,443,222.</u>

SECTION IV: Increase in Base Salary Cost (for each year of New CNA)14 Total Base Salary Cost from Line 13: \$1,443,222

Increases	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
15 Effective Date (month/day/year)	<u>1/1/2018</u>	<u>1/1/2019</u>	<u>1/1/2020</u>	<u></u>	<u></u>	<u></u>
16 Cost of Salary Increments (\$)	<u>107,260</u>	<u>98,430</u>	<u>57,855</u>	<u></u>	<u></u>	<u></u>
17 Salary Increase Above Increments (\$)	<u>52,000</u>	<u>52,000</u>	<u>52,000</u>	<u></u>	<u></u>	<u></u>
18 Longevity Increase (\$)	<u>0</u>	<u>0</u>	<u>0</u>	<u></u>	<u></u>	<u></u>
19 Total Increased Cost for "Other" Items (\$)	<u>227,850</u>	<u>227,850</u>	<u>227,850</u>	<u></u>	<u></u>	<u></u>
20 Total Increase (\$) (sum of lines 16-19)	<u>387,110</u>	<u>378,280</u>	<u>337,705</u>	<u></u>	<u></u>	<u></u>

SECTION V: Average Increase Over Term of New CNA

21 Dollar Increase Over Life of Contract \$1,103,095 [Take sum of all amounts listed on Line 20 above]

22 Percentage Increase Over Life of Contract 76 % [Divide amount on Line 21 by amount on Line 14]

23 Average Percentage Increase Per Year 25.33 % [Divide percentage on Line 22 by number of years of the contract]

SECTION VI: Other Economic Items Outside Base Salary and Increases

←Increases→

24	Item Description	Base Year Cost (\$)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
25	Totals (\$):							

SECTION VII: Medical Costs**Insurance Costs**

		Base Year	Year 1
26	Health Plan Cost	\$ <u>248,594</u>	\$ <u>284,736</u>
27	Prescription Plan Cost	\$ <u>62,524</u>	\$ <u>71,456</u>
28	Dental Plan Cost	\$ <u>13,283</u>	\$ <u>14,984</u>
29	Vision Plan Cost	\$ <u>3,200</u>	\$ <u>3,200</u>
30	Total Cost of Insurance	\$ <u>327,601</u>	\$ <u>374,376</u>

Employer: Borough of Franklin

Employee Organization: FOP Lodge #57

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SECTION VII: Medical Costs (continued)

31	Employee Insurance Contributions	\$ <u>81,054</u>	\$ <u>96,250</u>
32	Contributions as % of Total Insurance Cost	<u>25</u> %	<u>26</u> %

33 Identify any insurance changes that were included in this CNA.

SECTION VIII: Certification and Signature

34 The undersigned certifies that the foregoing figures are true:

Print Name: Monica B. Miebach

Position/Title: CMFO

Signature: 

Date: October 30, 2018

Send this completed and signed form along with an electronic copy of the contract and the signed certification form to: contracts@perc.state.nj.us

NJ Public Employment Relations Commission
Conciliation and Arbitration
PO Box 429
Trenton, NJ 08625
Phone: 609-292-9898

Revised 8/2016

1590

Collective Bargaining Agreement

between

The Borough of Franklin

&

**The Fraternal Order of Police –
Lodge 57 / The New Jersey
Fraternal Order of Police Labor
Council**



January 1, 2018 – December 31, 2020

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PREAMBLE

THIS AGREEMENT entered into this ____ day of October, 2018, by and between the governing body of the Borough of Franklin, in the County of Sussex, State of New Jersey (the "Borough") and the Fraternal Order of Police/FOP - New Jersey Labor Council, the authorized and recognized bargaining unit for all Patrolmen, Sergeants and Lieutenants of the Borough of Franklin Police Department (the "F.O.P.") and represents the complete and final understanding on all bargainable issues between the Borough and the F.O.P.

ARTICLE 1

TERM OF AGREEMENT

The terms of this Agreement shall be for the period commencing January 1, 2018 and ending December 31, 2020. However, upon expiration of this Agreement, the terms shall remain in full effect until a new agreement is reached. This Agreement shall be retroactive to January 1, 2018, and any and all benefits shall be reimbursed no later than thirty (30) days following the signing of this Agreement unless otherwise agreed.

ARTICLE 2

RECOGNITION AND SCOPE

The Borough hereby recognizes the Fraternal Order of Police/FOP - New Jersey Labor Council as the sole and exclusive negotiating representative for all Patrolmen, Sergeants and Lieutenants in the Franklin Borough Police Department, pursuant to the New Jersey Employer Employee Relations Act and the authority of the Public Employment Relations Commission for the State of New Jersey established under such law. This Agreement shall govern all wages, rights, and working conditions for the members of the bargaining unit recognized hereunder.

ARTICLE 3

EMPLOYEE'S RIGHTS

A. The Employee shall have the right to take a grievance on any issue involving his/her working conditions, employment, promotion and infringement of rights arising under this Agreement.

B. All grievance matters shall be taken up by the F.O.P. representatives and the Grievant on the Employee's day off unless the Borough indicates that said meeting be held during the Employee's workday. If the meeting is scheduled for the Employee's workday or the representative's workday, the time off will be granted at no charge to the Employees involved.

C. Under no circumstances will an Employee be required to undertake a Polygraph Test in conjunction with any aspect of his/her employment.

D. If there is a criminal investigation or criminal charges pending, Employees shall not have any Department hearing prior to a criminal trial so as not to prejudice their standing with any jury, unless both parties agree to an earlier hearing.

ARTICLE 4

SALARIES AND WAGES

A. Base salaries for Employees covered by this Agreement shall be as set forth in Schedule A, attached hereto. Wages shall be increased at top step only of all guides as follows:

Effective 1/1/18	1.5%
Effective 1/1/19	1.5%
Effective 1/1/20	1.5%

B. Step increases on the salary guide (Schedule A) are to be given on the anniversary dates of first full day in position upon certification of satisfactory performance by the Chief of

Police. An Employee denied a Step increase shall have the right to file a grievance under Article 14.

C. All new Employees, other than Recruits, shall not receive any step increases during the first year of employment with the Borough. On the first-year anniversary of the new Employee's employment, the new Employee shall be placed on the appropriate level of the next step. The appropriate level shall be determined by the date of that anniversary and its corresponding level under that step. All step increases will be from the Employee's anniversary date of hire and/or one year from their date of promotion. In the event an Employee would suffer a reduction in salary as a result of moving up one guide step in any year, the employee will be placed on the next appropriate step which would result in a salary increase for the employee.

D. Any new Employee who is hired prior to graduation from Police Academy shall be hired as a "Recruit." The new Employee shall remain a Recruit until graduation from the Academy and shall receive an annual salary of \$30,000. Upon his/her graduation from the Police Academy, the Recruit shall be placed on Step 1 of the Patrolmen's Salary Guide.

E. The employee assigned as a Detective shall receive an annual stipend equivalent to five percent (5%) of his/her base salary, to be included in the base salary commencing January 1, 2015. This annual stipend shall be limited to three percent (3%) in the event the Employee assigned as a Detective holds the rank of Sergeant or higher. This stipend is intended to fully compensate the Detective for all hours worked on investigations that may extend beyond his/her regular tour of duty.

F. The Employee(s) that serves as a full time assigned Detective shall not be entitled to overtime pay except where the assigned detail is not related to his/her detective duties, such as providing shift coverage or working road jobs, in which case any overtime incurred on such assigned detail shall be paid at the rate of time and one-half (1½).

G. In the event an Employee is promoted to the rank of Sergeant or Lieutenant, his/her salary will be set at step one on the applicable Superior Officer salary guide for that year; provided, however, that if the new base step one salary is less than the Employee's total base salary at the time of promotion, the Employee will be moved to the next appropriate guide step which will result in a salary increase.

ARTICLE 5

WORK SCHEDULE

A. Officers working the modified pitman schedule shall rotate their 12-hour shift monthly, i.e. one month on days, 6AM to 6PM, the next month on nights, 6PM to 6AM, etc.

B. The Chief of Police or his/her designee shall have complete discretion to move any Employee in the scheduled rotation for the purpose of managing the Franklin Borough Police Department in the most economical way possible. Employees shall be given seventy-two (72) hours prior notice in advance of any shift adjustment.

C. For the purpose of this Agreement, all holidays will be from 6:00 a.m. of the actual holiday until 6:00 a.m. of the day after the holiday.

D. The Employee shall have the right to accumulate compensatory time provided that compensatory time shall not be permitted to cause the use of overtime.

ARTICLE 6

OVERTIME AND CALL-OUT

A. Overtime is to be paid to any Employee who works other than and beyond his/her regularly scheduled work day. Overtime shall be compensated at a rate of time and one-half (1-1/2). Time and one-half (1-1/2) pay shall be granted at a rate of one hour if an Employee works at

least one-quarter of any hour. Refer to Article IV, Section E, to determine the Detective's overtime compensation.

B. Employees covered by the terms of this Agreement shall be utilized initially in the event that overtime service is required in order to cover a regularly-scheduled shift. Employees covered by the terms of this Agreement shall be utilized initially before the utilization of a Special Police Officer is given consideration. Special Police Officers may be employed for Municipal Court security. Overtime opportunities will be distributed as equally as possible among employees of the same rank. Where no member of the same rank is available or willing to work the overtime assignment, the Chief of Police may, in his or her sole discretion, order a member of the same rank to work the overtime or assign the overtime to a member of a different rank.

C. The Borough agrees to pay a minimum of four (4) hours for unscheduled call-out time when an off-duty Employee is called out for the purpose of general police duty and shall compensate the Employee at a rate of time and one-half (1-1/2) for this call-out.

D. When an Employee who is scheduled for a specific tour of duty is called in prior to their tour of duty, the Employee shall be compensated at the rate of time and one-half (1-1/2) for the actual hours worked providing said hours are contiguous of the scheduled tour of duty. Call-out as specified in Paragraph C does not apply.

E. Any cash payment for overtime shall be paid in either the payroll for the pay period in which it was earned or the next pay period. In lieu of a cash payment for overtime, Employees may earn one and one-half (1½) compensatory hours for each hour of overtime worked, up to a maximum of 240 hours per calendar year, to be scheduled with the approval of the Chief of Police. All earned and unused compensatory time may be carried over for use within the first six months of the next calendar year ("carry-over year"), up to a maximum of 240 hours. All carry-over year

compensatory time must be used by June 30, or it shall be paid out at the applicable hourly rate as of June 30 payout.

ARTICLE 7

ALLOWANCES

A. Each Employee shall receive a clothing allowance of Thirteen Hundred and Fifty Dollars (\$1,350) (\$850 for purchase of clothing, \$500 for maintenance) per year. The Borough agrees to purchase up to three (3) bullet proof vests per year, to be distributed and used by the Employees, for each year of this contract.

B. The Borough agrees to provide two hundred fifty (250) rounds of ammunition per year, above and beyond the ammunition supplied for qualifications, for each Employee covered by this Agreement.

MOTOR VEHICLE REIMBURSEMENT

A. Any Employee using his/her own vehicle on official business (with approval of the Chief of Police or his/her designee) shall be compensated at the rate allowed by the I.R.S.

B. Employees shall be compensated for travel expenses incurred while attending Police-related School.

C. When an Employee's vehicle is used for official business, a certificate of insurance satisfying the Borough's minimum limits of coverage as well as a valid driver's license and registration shall be provided by the Employee at the Borough's request.

MEAL ALLOWANCE

Employees shall be compensated Twelve Dollar (\$12.00) daily as meal allowance when assigned to attend a police-related school outside the Borough. Meal reimbursements shall not be

provided under any other circumstances except while attending a full day at court out of the Borough as per Article X, Sec. C.

ATTENDANCE AT CONVENTIONS

The Borough agrees to allow time off with pay for no more than two (2) F.O.P. representatives to attend the annual, mini, state or national police convention. Time off shall include attendance at the convention itself, plus reasonable travel time to and from the event provided that such leave shall be for no more than seven (7) days, pursuant to N.J.S.A. 40A:14-177. The Borough shall not be responsible for reimbursement of any travel, lodging or meal expenses.

ARTICLE 8

EDUCATIONAL BENEFITS

A. Any Employee actively attending and pursuing a fully accredited college program incidental to his/her employment shall receive up to Six Hundred Dollars (\$600) per year to be utilized for books and/or tuition, providing a final grade of "C" or better is attained.

B. Ten Dollars (\$10) will be added to the Employee's base pay for each college credit the Employee has earned, starting with the sixty-first (61st) credit (e.g. a \$10 per year benefit for 61 credits), with a maximum benefit of One Thousand Dollars (\$1,000) per Employee per year.

C. College reimbursement covered under this Paragraph A. shall be approved by the Chief of Police prior to reimbursement.

D. Employees hired on or after 1/1/18 will no longer be eligible for the benefits of this Article.

ARTICLE 9

COMPENSATION DAYS

COURT DAYS

A. Employees shall receive eight (8) days off per year to compensate for appearances in State Superior Court, Federal Court and Municipal Court.

B. Compensation shall be taken and allowed when desired by the Employee subject to the following conditions:

1. Written notification shall be submitted to the Chief of Police or his/her designee, at least three (3) days prior to leave (Court day).
2. Compensation days may be taken by the Employee the day immediately before or the day immediately following a holiday or vacation leave.
- C. When an Employee must spend a full day (more than 6 hours) in Court out of the Borough, said Employee will be compensated for a Twelve Dollar (\$12.00) meal allowance.

PERSONAL DAYS

A. Each Employee shall receive three (3) personal days per year even if the utilization of personal days shall require the use of overtime in order to cover the regular scheduled shift, subject to the following conditions:

1. Written notification shall be submitted to the Chief of Police or his/her designee, at least three (3) days prior to leave (personal day) except in the case of emergency, in which event the notice requirement shall be waived.
2. Compensation days may be taken by the Employee the days immediately before or the days immediately following a holiday or vacation leave.
3. The annual allotment of Personal Days shall accrue and be available for use commencing on January 1 of each year. Unused Personal Days shall be lost and shall not carry over from year to year. New Employees

will be awarded a pro-rata number of Personal Days based upon that portion of the calendar year they will be employed by the Borough.

SICK DAYS

A. Each Employee shall be granted eleven (11) days sick leave per year, with a limited right of accumulations of one hundred and seventy-five (175) days. The annual allotment of Sick Days shall accrue and be available for use commencing on January 1st of each year. New Employees will be awarded a pro-rated number of Sick Days based upon that portion of the calendar year they will be employed by the Borough.

B. Upon retirement from PFRS, including disability retirement, the Employee shall be compensated for unused sick days by calculating the number of days at the current rate of pay. Sick time payout compensation shall not exceed \$15,000.00. If New Jersey Law is changed to mandate a lower payout even where there is an existing contract, the lower payout set by New Jersey Law shall control.

C. Employees will be granted a total at five (5) "family illness days" which can be used for the care of family members. Any absences over three (3) consecutive days will require medical documentation.

BEREAVEMENT LEAVE

A. In case of death of the employee's spouse or child, the employee shall be granted four (4) days off without loss of pay. In case of death in the immediate family, an employee shall be granted leave without loss of pay from the day of death up to and including the day after the funeral, not to exceed four (4) days. Immediate family shall be defined as employee's mother, father, brother, sister, grandmother, grandfather, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law or any relative living in the Employee's household.

B. In case of death of the employee's aunt, uncle, niccc, or nephew, the employee will be granted one (1) day off without loss of pay.

C. Reasonahle verification of the event neccssitating the bereavement leave may be required by the Borough.

VACATION DAYS

A. Employees shall be granted vacation with pay subject to the following conditions:

<u>YEARS OF SERVICE</u>	<u>VACATION TO BE RECEIVED</u>
0 year to 5 years	10 Days
Start of 6 th year to 15 years	15 Days
Start of 16 th year to 20 years	20 Days
Start of 21 st year and over	25 Days

[Hire date prior to June 30th shall receive full annual credit. After July 1st annual credit shall be on pro-rated basis.]

B. A written request for leave shall be made by the Employee to the Chief of Police or his/her designee at least three (3) days prior to the requested leave time and approval or disapproval, in writing, and shall be returned from the Chief of Police or his/her designee within five (5) days of the Employee's request.

C. Two (2) or more Employees may have simultaneous vacations if said are not on the same duty shift as scheduled.

D. If an official holiday occurs during an Employee's authorized vacation, the Employee shall be entitled to an additional vacation day in lieu of the said holiday,

E. Any Employee covered herein may accumulate up to five (5) vacation days, which must be utilized in the next succeeding calendar year.

F. The annual allotment of Vacation Days shall accrue and be available for use commencing on January 1st of each year. New Employees will be awarded a pro-rata number of

Vacation Days based upon that portion of the calendar year they will be employed by the Borough following graduation from the Police Academy.

HOLIDAYS

A. Employees shall be granted fourteen (14) holidays per year. The following list shall constitute the recognized holidays of the Borough of Franklin for Employees covered by this Agreement:

New Year's Day	Martin Luther King's Birthday
Lincoln's Birthday	Washington's Birthday
Good Friday	Easter Sunday
Memorial Day	July 4 th
Labor Day	Columbus Day
Veterans Day	
Thanksgiving Day	Thanksgiving Friday
Christmas Day	

B. Holidays shall be taken and allowed when desired by the Employee subject to the following conditions:

1. Written notification shall be given to the Chief of Police or his/her designee at least three days (3) prior to the leave.
2. Holidays may be taken by the employee the day immediately before or the day immediately following a holiday or vacation.

C. Officers who work one of the aforementioned holidays may either (1) elect pay at time and one-half for all hours worked on a holiday; (2) work the holiday for straight time pay and take another day off as the holiday; or (3) take the holiday off with pay. .

In the event an Employee is scheduled to work on a holiday and is re-scheduled to work another shift, all hours worked on the re-scheduled shift shall be considered as worked on the holiday for the purpose of the preceding paragraph.

D. In the event a Detective is assigned to work one of the holidays listed in this agreement (in the capacity of Detective and not as Patrolman), the Detective shall be compensated at the rate of time and one-half for hours worked or be given compensatory time at such rate.

E. Time and one-half (1-1/2) pay shall be granted at the rate of one hour if an Employee works one quarter of said hour.

PRORATION OF BENEFIT TIME

The annual allotment of any benefit time referenced in this Article shall be prorated for the purpose of determining compensation at the time of separation from employment.

ARTICLE 10

INSURANCE

A. The Borough shall provide hospitalization, major medical and prescription drug health insurance to the employees with the same plan(s) in effect at the time of the execution of this contract provided that if the plans or carriers change, the Borough cannot substantially change the existing benefits or coverages received by the Employees. The F.O.P. agrees to negotiate in good faith in the event that the Borough seeks to review and competitively compare available health insurance plans. All employees shall contribute to their health insurance provided for this language in accordance with the rates established by the tables in P.L. 2011, Ch. 78.

B. A dental plan shall be provided to the Employees. This dental plan shall provide coverage under Horizon Blue Cross/Blue Shield of New Jersey in the Horizon Dental Option Plan (100/80/50), with exception to major care, in which the Borough agrees to pay an additional ten percent (10%) to the Employee upon proof of service. The Borough agrees to maintain this or an equivalent level of coverage under an alternate plan, should the Borough find it necessary to change insurance carriers. The Borough shall have the right to modify the source of dental

insurance coverage, so long as the level of coverage is equal to or better than the dental plan specified in the preceding sentence.

C. The existing life insurance benefits shall be continued and reviewed by the Borough and the Employees for the purpose of providing increased coverage, if financially feasible, in the future.

D. The Borough shall provide temporary disability insurance for the benefit of the employee, which may be provided through the New Jersey Division of Temporary Disability Insurance, providing the equivalent of sixty-six and two thirds percent ($66 \frac{2}{3} \%$) of the weekly earnings of the employee for a twenty-six (26) week maximum period. The Borough shall not be responsible for payment of any differential between full salary and the temporary disability benefits paid pursuant to this paragraph. The provisions of this paragraph are not applicable to disability arising from line of duty injuries or other workers' compensation injuries. The Borough shall provide temporary disability insurance for the benefit of the Employees under the present plan providing the equivalent to sixty-six and two thirds ($66\frac{2}{3}\%$) percent of the weekly earnings of each Employee for a six (6) month maximum period.

E. The Borough shall provide a reimbursement for eyeglasses/contact lenses of up to Two Hundred Dollars (\$200.00) per year to be used either by the Employee or a member of the Employee's family upon submission of receipt verifying purchase. This benefit can only be used once per year for one person (Employee or one member of the family – it cannot be "split") and for a maximum of \$200.00.

F. The Borough shall maintain adequate and prudent insurance to protect each Employee against claims arising out of, and/or within the scope of his/her employment.

G. Police officers will be provided with a defense consistent with N.J.S.A. 40A:14-155. The Borough will pay any civil judgment against the police officer for compensatory

damages only so long as the acts committed by the police officer upon which the action is based were within the scope of his/her employment and there is no judicial or administrative finding that the officer's actions constitute actual fraud, malice, willful misconduct or an intentional wrong.

H. Any item that is lost, stolen or broken, while the Employee is on duty, will be replaced at the expense of the Borough after first being submitted to the Borough's insurance company for any possible claim/payment.

ARTICLE 11

PENSIONS

The Borough's existing participation in the New Jersey Police and Fire Retirement System shall remain in effect.

ARTICLE 12

DUES CLAUSE

A. The Borough will deduct annual F.O.P. dues in equal amounts over twenty-four (24) pay periods each year (two per month).

B. New Employees: On or about the last day of each month, beginning with the month this Agreement becomes effective, the Employer will submit to the FOP a list of all employees who began their employment in a bargaining unit position during the preceding 30-day period. The list will include names, job titles and date of employment for all such employees.

ARTICLE 13

GRIEVANCE PROCEDURE

A. A grievance shall be defined as any dispute involving the interpretation, application or violation of this collective negotiations agreement affecting terms and conditions of employment and shall be settled and determined in accordance with the following procedure. Whenever an Employee has a grievance, he/she shall first present it verbally to his/her immediate supervisor. It shall be the responsibility of the supervisor to arrange a mutually satisfactory settlement of the grievance as quickly as possible if in his/her opinion, settlement is justified and within his/her discretion to implement. The supervisor shall either implement a mutually acceptable resolution of the grievance within forty-eight (48) hours of its filing or, failing in that, shall, within that same time frame, advise the Employee of his/her inability to do so.

B. All grievances must be presented at Step 1 of this Grievance Procedure, described below, no later than thirty (30) days after the grievance arose, irrespective of any informal attempts to resolve the grievance. The timelines set forth throughout this Grievance Procedure shall be strictly enforced and, should a Grievant fail to comply with these timelines, his/her grievance shall be determined to have been waived. All rights and remedies of the Grievant, either at law or otherwise not governed by this Agreement, shall be preserved, notwithstanding the determination of the grievance under this Grievance Procedure.

C. No papers and documents relating to a grievance and its disposition shall be placed in an Employee's personal history file.

STEP 1 (Immediate Supervisor)

An Employee wishing to file a grievance shall first submit his/her grievance in writing to his immediate supervisor. The written grievance shall describe the issue or dispute as completely

and clearly as possible and should attach any necessary documentation in order to permit proper and effective disposition. The immediate supervisor shall, within forty-eight (48) hours of receipt of the written grievance, provide a written response. If the Grievant is not satisfied with the immediate supervisor's written response, or if none is provided, the Grievant has ten (10) days from the date he/she first filed the written grievance, to appeal. In order to appeal, the Grievant must file his/her written grievance, along with the immediate supervisor's written response, with the Chief of Police.

STEP 2 (Chief of Police)

The Chief of Police shall review the written grievance and immediate supervisor's response, if any, and may confer with the parties involved to such extent as he/she may deem appropriate. The Chief of Police shall endeavor to resolve the grievance, and, failing that, the Chief shall issue a written response on the grievance within fifteen days (15) of his/her receipt of said grievance. If the Grievant is not satisfied with the Chief's written response, or if none is provided, the Grievant has fifteen (15) days from the date the written grievance was filed with the Chief, to appeal. In order to appeal, the Grievant must file the written grievance, along with any written responses from his/her supervisor and the Chief; with the Borough Administrator.

STEP 3 (Borough Administrator)

The Borough Administrator shall review the written grievance and written responses, if any, and may confer with the parties involved to such extent as he/she may deem appropriate. The Administrator shall endeavor to resolve the grievance, and, failing that, he/she shall issue a written response within fifteen (15) days of his/her receipt of the grievance. If the Grievant is not satisfied with the Administrator's written determination, the Employee has twenty (20) days following receipt of the Administrator's written determination to file for final and binding arbitration in accordance with Step 4.

STEP 4 (Arbitration)

1. Provided it is not specifically exempted from the arbitration process as set forth above, any unresolved grievance may be referred to arbitration by either the Union or the Borough within twenty (20) days of the exhaustion of the grievance procedure as herein provided under the rules and regulations of the Public Employment Relations Commission (PERC).

2. The decision of the arbitrator shall be in writing and shall include the reasons for such findings and conclusions. The Arbitrator shall have no power to add to, subtract from or modify this Agreement. The decision of the Arbitrator shall be final and binding upon the parties.

3. Each grievance will be arbitrated separately except those of a similar nature pursuant to mutual agreement.

4. Verbal and written warnings or reprimands may be appealed through the contractual grievance procedure but shall not be subject to arbitration.

ARTICLE 14

MANAGEMENT RIGHTS

A. Except as specified in this Agreement, the Borough hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Borough government and its properties and facilities, and the activities of its Employees.
2. To hire all Employees and, subject to the provisions of law, to determine their qualifications and conditions of continued employment, their assignments, and to promote and transfer Employees.
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
4. To establish, maintain and amend a code of Rules and Regulations of the Department and Employee Handbook for the operation of the Department, subject to the Union's right to negotiate over those that impact terms and conditions of employment.
5. To determine the shifts, hours of work, and the number of employees needed at any given time, subject to the Union's right to negotiate over those determinations that impact terms and conditions of employment.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Borough, the adoption of policies, rules, regulations and practices in

furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of the Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States and the Ordinances of the Borough of Franklin.

C. Nothing contained herein shall be construed to deny or restrict the Borough in any of its rights, responsibilities and authority under Titles 40 and 40A of the New Jersey Statutes, or any other National, State, County or Local laws, statutes or ordinances.

D. The failure to exercise any of the foregoing rights or powers shall not be deemed a waiver of such rights or powers, nor shall the failure to specifically mention a management right herein, which has existed prior to the enactment of this Agreement or which is considered to be a traditional management right, be construed as giving up such right. All management rights, which have existed in the past, are specifically incorporated herein.

ARTICLE 15

DISCIPLINE AND DISCHARGE

A. It is expressly understood that the Borough shall have the right to discipline and discharge an employee; however any and all discipline shall only occur for just cause.

B. Employees covered by this Agreement shall retain all civil rights under State and Federal law. Any discipline or discharge proceedings shall be processed in accordance with law. All employees subject to disciplinary charges seeking suspension, demotion, or discharge shall have the right to counsel of their choosing, at their cost, at any hearing which may be requested. Nothing in this article shall deny any employee from utilizing the representative of their choice during any internal or potentially criminal investigation.

C. For any disciplinary action or matter that the union declines to pursue on the employee's behalf through this negotiated grievance and arbitration process, the employee may choose to pursue the matter through all steps of this process including arbitration, on his or her own and at his or her own expense.

D. An employee who is suspended, demoted or discharged shall have the right to appeal the discipline imposed in accordance with the procedure outlined below, which shall be the officer's sole avenue of appeal:

1. Arbitration shall be the exclusive remedy for disciplinary suspensions without pay for five (5) days or less. When a permanent officer is suspended without pay for five (5) days or less, the officer may bypass the grievance procedures of Article 14 and the officer, or the Union on his or her behalf, may file for grievance arbitration with PERC in accordance with Article 14.

2. A permanent officer who has been disciplined through a suspension of six (6) days or more, a demotion, or discharge may appeal the discipline to the Superior Court of New Jersey for review in accordance with N.J.S.A. 40A:14-150, provided, however, that an officer who is discharged may elect to file for arbitration in accordance with N.J.S.A. 40A:14-200, et seq.

ARTICLE 16

MILITARY LEAVE

Military leave shall be granted in accordance with law.

ARTICLE 17

FMLA AND NJFLA LEAVE

Leave under the FMLA or NJLFA shall be granted consistent with Borough policy.

ARTICLE 18

OFF-DUTY EMPLOYMENT

A. Police officers who work off-duty employment for (a) third-party vendors, such as JCP&L, PSE&G, Verizon, Comcast and the like; (b) Borough-contracted jobs, such as road construction and the like; (c) Franklin Board of Education; or (d) any other off-duty employment offered by the Borough shall be compensated at the officer's

overtime rate. Off-duty employment offered to police officers shall be rotated and equalized so that all officers have equal opportunities to work off-duty employment.

- B. An administrative fee will be set by the Borough, at its sole discretion, through an amendment of its ordinance, to defray such costs as worker's compensation, liability insurance, payroll processing costs and payroll taxes. The Borough will also determine the costs to be charged for the use of its police vehicle.
- C. Officers performing off-duty employment will be considered doing employment for the Borough, shall be under the control of the Borough and its police department doing such work, and shall be subject to all departmental rules, regulations and policies during such off-duty employment.

ARTICLE 19

FULLY BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 21


TERM AND RENEWAL

This Agreement shall have a term from January 1, 2018 through December 31, 2020. In the event that the Borough and the Union have not agreed upon by January 1, 2021 to terms and conditions of employment for police officers covered by this Agreement for a successor Agreement, then the terms and conditions of this Agreement will remain in full force and effect until a new Agreement is ratified by both parties..

Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

BOROUGH OF FRANKLIN


**FRATERNAL ORDER OF POLICE /
NEW JERSEY LABOR COUNCIL**

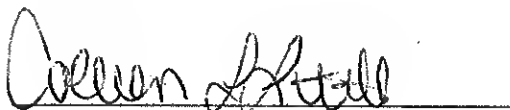
 10/4/18
Alison McHose, Administrator Date

 10/4/2018
Nevin J. Mattessich Date

ATTEST:

WITNESS:


Municipal Clerk



SCHEDULE A
FRANKLIN POLICE DEPARTMENT
SALARY GUIDES 2018 - 2020

	2018	2019	2020
Patrolman 1	\$ 43,839	\$ 43,839	\$ 43,839
Patrolman 2	\$ 48,964	\$ 48,964	\$ 48,964
Patrolman 3	\$ 54,089	\$ 54,089	\$ 54,089
Patrolman 4	\$ 59,214	\$ 59,214	\$ 59,214
Patrolman 5	\$ 64,339	\$ 64,339	\$ 64,339
Patrolman 6	\$ 69,464	\$ 69,464	\$ 69,464
Patrolman 7	\$ 74,589	\$ 74,589	\$ 74,589
Patrolman 8	\$ 79,714	\$ 79,714	\$ 79,714
Patrolman 9	\$ 84,839	\$ 84,839	\$ 84,839
Patrolman 10	\$ 89,964	\$ 89,964	\$ 89,964
Patrolman 11	\$ 97,905	\$ 99,373	\$ 100,864
Sergeant 1	\$ 101,158	\$ 102,676	\$ 104,216
Sergeant 2	\$ 104,375	\$ 105,941	\$ 107,530
Sergeant 3	\$ 107,672	\$ 109,287	\$ 110,927
Lieutenant 1	\$ 113,042	\$ 114,738	\$ 116,459
Lieutenant 2	\$ 117,825	\$ 119,592	\$ 121,386
Lieutenant 3	\$ 122,606	\$ 124,445	\$ 126,312

Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 1/1/2018 thru 12/31/2020.

Employer: Borough of Franklin


County: Sussex

Date: 10/30/2018

Name: Monica B. Miebach

Print Name

Title: CMFO/QPA


Signature